

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In Re: : Bankruptcy No. 14-15563-amc  
Lori L. Rosati : Chapter 13  
Debtor :  
:   
HomeBridge Financial Services, Inc. :  
Movant :  
:   
vs. :  
:   
Lori L. Rosati :  
Debtor/Respondent :  
:   
and :  
:   
William C. Miller, Esquire :  
Trustee/Respondent :

**CONSENT ORDER / STIPULATION AGREEMENT SETTLING  
MOTION FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, upon the Motion of HomeBridge Financial Services, Inc. ("Movant" or "Creditor"), through its counsel, Hladik, Onorato & Federman, LLP, for relief from the automatic stay pursuant to Bankruptcy Code § 362(d) as to certain real property, located at 211 197 Appletree Drive, Bristol Twp., PA 19055 (the "Property"), it is hereby agreed as follows:

1. Lori L. Rosati ("Debtor") acknowledges that the following post-petition amounts are due as follows:

Payments (1/01/2017 - 08/01/2017 @ \$1,342.84/monthly)	\$ 13,522.32
Attorney Fees for Motion for Relief.....	\$ 850.00
Filing Fee for Motion for Relief.....	\$ 181.00
Arrears ("Total Arrears") .....	\$ 14,553.32

2. Debtor shall cure the Arrears as set forth above in the following manner:

a. Roll the \$14,553.32 balance of the Total Arrears into and pay it through the Debtor's Chapter 13 Plan of Reorganization in order to cure this portion of the Total Arrears in addition to the current arrearage amount on Movant's Proof of Claim.

b. Debtor's attorney shall file a Motion to Modify the Confirmed Plan on or before 8/30/2017.

3. Debtor shall make the regular monthly payments required to the Trustee.

4. Debtor agrees to continue making the regular post-petition monthly mortgage payments to Movant in the amount of \$1,342.84 (or as may be adjusted from time to time, as per

standard escrow practices), commencing with the 09/01/17 payment and monthly for every payment thereafter.

5. Debtor shall send all payments due directly to Creditor at the address below:

**HomeBridge Financial Services, Inc.  
P.O. Box 100051  
Kennesaw, GA 30156**

**HomeBridge Financial Services, Inc.'s loan #xxxxxx9375 must appear on each payment made hereinafter.**

6. In the event: (i) Debtor's counsel fails to file or have approved a Motion to Modify with an Amended Plan as set forth above; or (ii) Debtor fails to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance when due) on or before their due dates, Movant and/or Counsel may give Debtor and Debtor's counsel notice of the default. If Debtor does not cure the default within ten (10) days of the notice, upon Certification of Default to the Court, and request for Order, with a copy to Debtor and Debtor's counsel, Movant shall immediately have relief from the bankruptcy stay.

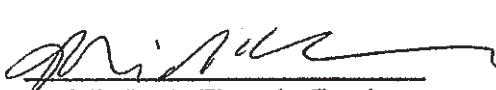
7. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Movant's rights hereunder.

8. Upon issuance of the aforesaid Order, the parties hereto further agree that Movant may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.

9. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date the case is converted. If Debtor fails to make payment in accordance with this paragraph then the Movant, through Counsel, may file a certification setting forth said failure and the Movant shall be granted immediate relief from the automatic stay.

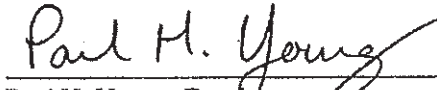
10. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.

By signing this Stipulation, Debtor's Counsel represents that the Debtor is familiar with and understands the terms of this Stipulation and agrees to said terms regardless of whether the Debtor has actually signed this Stipulation. Seen and agreed by the parties on the date set forth below:



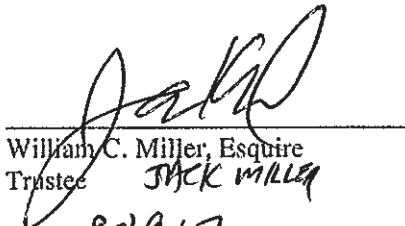
Danielle Boyle-Ebersole, Esquire  
Counsel for Creditor

Date: 8/28/17



Paul H. Young, Esquire  
Counsel for Debtor

Date: 8/28/17



William C. Miller, Esquire  
Trustee

Date: 8-29-17

And Now, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, it is hereby ORDERED that this Stipulation between the parties is approved.

**Date: August 31, 2017**



Honorable Ashely M. Chan  
U.S. Bankruptcy Judge